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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 NAVIGATORS SPECIALTY
11 INSURANCE COMPANY,

12 Plaintiff,

13 MANUEL LEAL dba RCA
14 CONSTRUCTION and DOMINGO
ALVAREZ,

15 Defendants.

CASE NO. ED CV 11-01049 (VAP)

JUDGMENT BY THE COURT

16 Plaintiff Navigators Specialty Insurance Company's ("Navigators") Motion
17 for Default Judgment, came on regularly for hearing before this Court on August
18 13, 2012. This Court, having previously entered the default of Defendant Manuel
19 Leal dba RCA Construction ("RCA"), and no appearance by RCA being made,
20 upon application and supporting documentation provided by Navigators concludes
21 that Navigators is entitled to judgment as a matter of law.

22 THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

23 1. Judgment on Navigators' First Claim for Declaratory Relief (No Duty
24 to Defend RCA against the Underlying Action (Employer's Liability Exclusion)) is
25 GRANTED. The Court declares that the employer's liability exclusion (form ANF
26 168 (7/99)) ("Employer's Liability Exclusion") precludes Navigators' duty to
27 defend RCA against an underlying action titled Alvarez v. RCA Construction, et
28 al., Riverside County Superior Court, Case No. RIC10024480 ("Underlying

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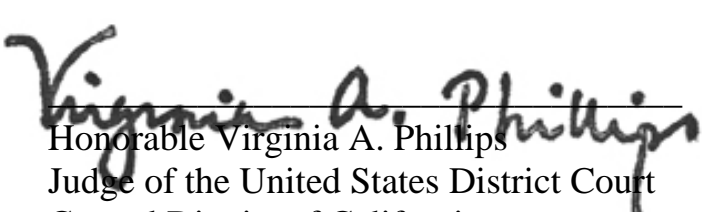
1 Action”) under Navigators policy no. 04-N0010095 (“Policy”).

2 2. Judgment on Navigators’ Second Claim for Declaratory Relief (No
3 Duty to Defend RCA against the Underlying Action (Independent Contractors
4 Warranty Endorsement)) is GRANTED. The Court declares that the independent
5 contractor’s endorsement (form ANF-ES 130 (06/98)) (“ICW Endorsement”)
6 precludes Navigators’ duty to defend RCA against the Underlying Action under
7 the Policy.

8 3. Judgment on Navigators’ Third Claim for Declaratory Relief (No
9 Duty to Indemnify RCA against the Underlying Action (Employer’s Liability
10 Exclusion)) is GRANTED. The Court declares that the Employer’s Liability
11 Exclusion precludes Navigators’ duty to indemnify RCA for the Lawsuit under the
12 Policy.

13 4. Judgment on Navigators’ Fourth Claim for Declaratory Relief (No
14 Duty to Indemnify RCA against the Underlying Action (Independent Contractors
15 Warranty Endorsement)) is GRANTED. The Court declares that the ICW
16 Endorsement precludes Navigators’ duty to indemnify RCA for the Underlying
17 Action under the Policy.

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19 Dated: August 21, 2012


Honorable Virginia A. Phillips
Judge of the United States District Court
Central District of California